

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Damon A. Wilkins

Debtor(s)

CHAPTER 13

U.S. Bank National Association, as Trustee, of the Rice
Park Financing Whole Loan Grantor Trust 2012-1

Movant

vs.

NO. 21-12336 MDC

Damon A. Wilkins

Debtor(s)

Kenneth E. West Esq.

Trustee

11 U.S.C. Section 362

**MOTION OF U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, OF THE RICE
PARK FINANCING WHOLE LOAN GRANTOR TRUST 2012-1
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is U.S. Bank National Association, as Trustee, of the Rice Park Financing Whole Loan Grantor Trust 2012-1.

2. Debtor(s) is the heir of the premises 7959 Bayard St., Philadelphia, PA 19150.

3. Movant is the holder of a mortgage, original principal amount of \$61,200.00 on the mortgaged premises that was executed by the original mortgagor Sharon Wilkins on June 22, 1999. The Mortgage has been assigned as follows:

Green Tree Consumer Discount Company to U.S. Bank National Association, as Trustee, of the Rice Park Financing Whole Loan Grantor Trust 2012-1 dated 9/4/2020; recorded 9/16/2020.

4. Kenneth E. West, Esq., is the Trustee appointed by the Court.

5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

6. As of August 18, 2023, the total payoff due on the mortgage is \$120,408.34.

7. Debtor(s) has failed to make the monthly post-petition mortgage payments in the amount of \$578.46 for the months of May 2023 through August 2023 with less of suspense balance of \$7.28.

8. The total amount necessary to reinstate the loan post-petition is \$2,306.56.

9. Movant is entitled to relief from stay for cause.

10. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Mark A. Cronin, Esq.

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